

JAMES E. MCGREEVEY  
*Governor*

**State of New Jersey**  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. BOX 230  
TRENTON, NJ 08625-0230

JOHN E. MCCORMAC, CPA  
*State Treasurer*

May 12, 2004

**TO:** All Potential Bidders

**RE: RFP #: 04 X 36609**  
**Printing: Signs Tyvek (T-1870)**  
**New Jersey Division of Parks & Forestry**

Enclosed please find a complete set of bid documents for the above referenced solicitation.

The following are the key dates for the project:

Date	Time	Event
05-27-04	2:00 PM	<b>Bid Submission Due Date</b>

All questions concerning the RFP contents and the bidding process must be directed to the undersigned.

**\*\*\*\*\*IMPORTANT NOTE: EVEN IF YOU ARE AN INCUMBENT BIDDER AND/OR HAVE BEEN PREVIOUSLY REGISTERED OR CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM, YOU WILL NEED TO BE SURE THAT YOU ARE REGISTERED ON THE DAY OF BID RECEIPT AND OPENING WITH THE COMMERCE COMMISSION UNDER THE NEW, SMALL BUSINESS PROGRAM TO BE ELIGIBLE FOR AWARD. THE TELEPHONE NUMBER TO CALL TO CHECK YOUR STATUS IS 609 292-2146.\*\*\*\*\***

Sincerely,

Robert J. Burton  
Printing Operations Manager

E-Mail Address: robert.burton@treas.state.nj.us  
Phone: 609-633-6007  
Fax: 609-292-0490

# **ATTENTION VENDORS**

## **Vendor Information and Bidding Opportunities**

The Purchase Bureau maintains a bidders mailing list. You as a vendor may have basic information about your firm added to the bidders mailing list by visiting our website at <http://www.state.nj.us/treasury/purchase/forms/forms.htm> and submitting a bidders mailing list application online. You may also download the application and instructions and submit the application by mail. Applications submitted online are processed more quickly than mailed applications.

A bidders mailing list application gives you the opportunity to identify yourself as a potential bidder for the types of goods and services that your firm provides. The Purchase Bureau attempts (but does not guarantee) to provide firms on the bidders mailing list with notice of bidding opportunities related to the goods and services identified in the application.

If you are already on the Purchase Bureau's bidders mailing list and you need to change your information, contact Bid List Management at (609) 984-5396

Note: If you are an awarded State contractor and payments are not being directed to your proper remit-to address, you must send a letter on company letterhead to the Office Of Management and Budget, Vendor Control Unit, PO Box 221, Trenton, NJ 08625 or fax that letter to 609-292-4882. In the letter you must include the current incorrect remit to address and your new correct remit-to address. If you have any question about this process you may call (609) 292-8124 for more information.

# **NOTICE TO BIDDERS SET-ASIDE CONTRACTS**

N.J.S.A 52:32-17, N.J.A.C. 17:13, 12A:10

Pursuant to the provisions of the New Jersey statute and Administrative Code cited above, this contract, or a portion thereof, has been designated as a set-aside contract for small business. As indicated on page one of this document, as such, eligibility to bid is limited to bidders that meet statutory and regulatory requirements and have had their eligibility determined by the New Jersey Commerce and Economic Growth Commission (Commerce). The following definitions of each small business set-aside business category can be found at N.J.A.C 17:13-1.2 or N.J.A.C. 12A:10-1.2. A copy N.J.A.C Chapter 10, goods and services contracts for small business is attached hereto.

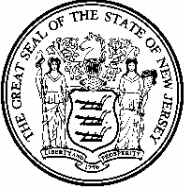
As you will see in the regulations attached; "small business" means a business that has its principal place of business in the state of new jersey, is independently owned and operated, and has no more than 100 full-time employees.

The new system places small business into the following categories: those with gross revenue up to \$500,000; those with gross revenues of up to \$5 million; and those with gross revenues that do not exceed \$12 million. While companies registered as having revenues below \$500,000 can bid on any contract, those earning more than the \$500,000 and \$5 million amounts will not be permitted to bid on contracts designated for revenue classifications below their respective levels.

Each business interested in bidding for this contract should provide, as part of its response to this solicitation, a copy of its current approval notice, from the New Jersey Commerce and Economic Growth Commission. Any business that seeks to register as a small business is required to submit a fee payment along with its application to commerce.

All necessary forms and any additional information concerning registration and certification may be obtained by contacting commerce's office of small business, by telephone at the number below, or by mail, or in person between the hours of 9:00 am and 5:00 pm at the address below:

NEW JERSEY COMMERCE AND ECONOMIC GROWTH COMMISSION  
OFFICE OF SMALL BUSINESS SERVICES  
20 WEST STATE STREET - 4TH FLOOR  
PO BOX 820, TRENTON, NJ 08625-0820  
TELEPHONE: 609-292-2146

	<b>STATE OF NEW JERSEY REQUEST FOR PROPOSAL</b>	<b>BID NUMBER: 04 X 36609</b>
	<b>FOR: Printing: SignsTyvek DEP, Parks &amp; Forestry</b>	TERM CONTRACT #: T-1870 REQUESTING AGENCY: DEP, Division of Parks & Forestry
	ESTIMATED AMOUNT: \$50,000.00 CONTRACT EFFECTIVE DATE: <u>06-10-2004</u> CONTRACT EXPIRATION DATE: <u>06-09-2006</u> COOPERATIVE PURCHASING: N/A SET ASIDE: SEE <a href="#">RFP SECTION 4.4.1.4</a>	<b><u>DIRECT QUESTIONS CONCERNING THIS RFP TO:</u></b> <b>ROBERT J. BURTON</b> PHONE NUMBER: 609-633-6007 FAX NUMBER: 609-262-0490 E-MAIL ADDRESS: robert.burton@treas.state.nj.us

**TO BE COMPLETED BY BIDDER:**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

**PURSUANT TO N.J.S.A. 52:34 - 12 AND N.J.A.C. 17:12 - 2.2, PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:**

- 1) **PROPOSALS MUST BE RECEIVED AT, ON, OR BEFORE, THE PUBLIC OPENING TIME OF 2 PM ON 05-27-2004 AT THE FOLLOWING PLACE: DEPARTMENT OF THE TREASURY, PURCHASE BUREAU, PO BOX-230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230. TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED.**
- 2) THE BIDDER MUST SIGN THE PROPOSAL.
- 3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
- 4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
- 5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
- 6) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ 0 OR 0 %.  
CHECK THE TYPE OF BID SECURITY SUPPLIED:  
  
 ANNUAL BID BOND ON FILE: \_\_\_\_\_ BID BOND ATTACHED: \_\_\_\_\_  
  
 CERTIFIED OR CASHIERS CHECK ATTACHED: \_\_\_\_\_ LETTER OF CREDIT ATTACHED: \_\_\_\_\_
- 7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2). [SEE ATTACHMENT 1](#)
- 8) THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S):  
 PRE-BID CONFERENCE: N/A  
 SITE INSPECTION: N/A

**ADDITIONAL REQUIREMENTS**

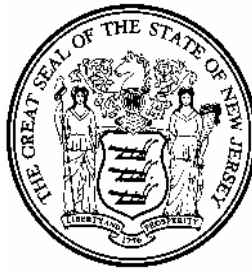
- 9) PERFORMANCE SECURITY: \$ 0 OR 0 %      10) PAYMENT RETENTION:        %
- 11) AN AFFIRMATION ACTION FORM ([ATTACHMENT 3 OF RFP](#))      12) A MACBRIDE PRINCIPALS CERTIFICATION ([ATTACHMENT 2 OF RFP](#))
- 13) REQUESTED DELIVERY: 4 weeks FROM RECEIPT OF ORDER.
- 14) CERTIFICATION OR NOTIFICATION OF REGISTRATION WITH THE SECRETARY OF STATE IF A FOREIGN (NON-NJ) CORPORATION, IF NECESSARY (SEE N.J.S.A 14A:13-1 ET SEQ. AND N.J.A.C. 17:12-2.12).
- 15) FOR SET ASIDE CONTRACTS ONLY, N.J. DEPARTMENT OF COMMERCE CERTIFICATION OF REGISTRATION AS A SMALL BUSINESSES (SEE N.J.A.C. 17:13-3.1 & 13.3.2).

**TO BE COMPLETED BY BIDDER**

- 16) DELIVERY CAN BE MADE \_\_\_\_\_ DAYS OR \_\_\_\_\_ WEEKS AFTER RECEIPT OF ORDER.
- 17) CASH DISCOUNT TERMS (SEE RFP) \_\_\_\_\_ %, \_\_\_\_\_ DAYS: NET \_\_\_\_\_ DAYS. 18) BIDDER PHONE NO: \_\_\_\_\_
- 19) BIDDER FAX NO. \_\_\_\_\_ 20) BIDDER E-MAIL ADDRESS. \_\_\_\_\_
- 21) BIDDER FEDERAL ID NO. \_\_\_\_\_ 22) YOUR BID REFERENCE NO. \_\_\_\_\_

SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL, INCLUDING ALL ADDENDA. FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT THE REQUEST FOR PROPOSAL AND THE RESPONSIVE PROPOSAL CONSTITUTES A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE OF THE PROPOSAL BY THE STATE OF NEW JERSEY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER THE REQUEST FOR PROPOSAL OR THE PROPOSAL DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND MAY RESULT IN SUSPENSION OR DEBARMENT FROM FURTHER STATE BIDDING. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE STATE, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.

23) ORIGINAL SIGNATURE OF BIDDER	24) NAME OF FIRM
25) PRINT/TYPE NAME AND TITLE	26) DATE



**Bid Number: 04 X 36609**

**REQUEST FOR PROPOSAL FOR:**

**PRINTING: SIGNS TYVEK  
(T-1870)**

Date Issued: 05-12-2004

Purchasing Agency

State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Purchase Bureau  
PO Box 230  
33 West State Street  
Trenton, New Jersey 08625-0230

Using Agency

State of New Jersey  
Department of Environmental Protection  
Division of Parks & Forestry

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
33 WEST STATE STREET  
PO BOX 230  
TRENTON, NJ 08625

TERM CONTRACT T-1870  
FOR  
Printing: Signs, Tyvek

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## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the Department of Environmental Protection, Division of Parks & Forestry. The purpose of this RFP is to solicit bid proposals for printing of signs on Tyvek 1079D substrate.

The intent of this RFP is to award a contract to that responsible bidder whose bid proposals, conforming to this RFP is most advantageous to the State, price and other factors considered.

The Standard Terms & Conditions, pages 2 to 7 of this RFP, will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with it unless the RFP specifically indicates otherwise.

### **1.2 BACKGROUND**

This is a repurchase of the Signs, Non-Metal NJ State Park Service term contract, presently due to expire on May 31, 2004. Vendors who are interested in the current contract specifications and pricing information are encouraged to visit the Purchase Bureau's website on the world wide web. The applicable "T" reference number for this lookup is T-1870. The exact WWW address is <http://www.state.nj.us/treasury/purchase/contracts.htm>

### **1.3 KEY EVENTS**

#### **1.3.1 QUESTIONS AND INQUIRIES**

It is the policy of the Division to accept questions and inquiries from all potential bidders receiving this RFP.

Written questions can be mailed, e-mailed or faxed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Attn: Robert J. Burton  
State of New Jersey  
Division of Purchase and Property  
Purchase Bureau  
PO Box 230  
Trenton, New Jersey 08625-0230

E- Mail: [robert.burton@treas.state.nj.us](mailto:robert.burton@treas.state.nj.us)  
Phone Number: 609-633-3007  
Fax Number: 609-292-0490

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

#### **1.3.1.1 QUESTION PROTOCOL**

Questions should be submitted in writing to the attention of the assigned Purchase Bureau buyer. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.



Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding upon the State. Bidders shall not contact the Using Agency directly, in person, or by telephone, concerning this RFP.

#### **1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES**

The cut-off date for questions and inquiries relating to this RFP is [INSERT CUT-OFF DATE FOR QUESTIONS AND INQUIRIES]. Addendum, if any, to this RFP will be posted to the Purchase Bureau website (see Section 1.4.1. of this RFP for further information.)

### **1.4 ADDITIONAL INFORMATION**

#### **1.4.1 REVISIONS TO THIS RFP**

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum.

ALL RFP ADDENDA WILL BE ISSUED ON THE PURCHASE BUREAU WEB SITE. TO ACCESS ADDENDA THE BIDDER MUST SELECT THE BID NUMBER ON THE PURCHASE BUREAU BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

<HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML>.

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

#### **1.4.2 ADDENDUM AS A PART OF THIS RFP**

Any addendum to this RFP shall become part of this RFP and part of any contract awarded as a result of this RFP.

#### **1.4.3 ISSUING OFFICE**

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the vendor and the State for purposes of this RFP.

#### **1.4.4 BIDDER RESPONSIBILITY**

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, as to all of the requirements of this RFP.

#### **1.4.5 COST LIABILITY**

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

#### **1.4.6 CONTENTS OF BID PROPOSAL**

The entire content of every bid proposal will be publicly opened and will become a matter of public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal. All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment to inspect bid proposals received in response to this RFP by contacting the Purchase Bureau buyer.

#### 1.4.7 PRICE ALTERATION

Bid prices must be typed or written in ink. **Any price change (including "white-outs") must be initialed.** Failure to initial price changes shall preclude a contract award being made to the bidder.

#### 1.4.8 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification and business registration must be supplied by each party to the joint venture.

## **2.0 DEFINITIONS**

### **2.1 GENERAL DEFINITIONS**

The following definitions shall be part of any contract awarded or order placed as result of this RFP.

**Addendum** - Written clarification or revision to this RFP issued by the Purchase Bureau.

**Amendment** - A change in the scope of work to be performed by the contractor. An amendment is not effective until signed by the Director, Division of Purchase and Property.

**Bidder** – A vendor submitting a bid proposal in response to this RFP.

**Contract** - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

**Contractor** - The contractor is the bidder awarded a contract.

**Director** - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

**Division** - The Division of Purchase and Property.

**May** - Denotes that which is permissible, but not mandatory.

**Request for Proposal (RFP)** - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

**Should** - Denotes that which is recommended, but not mandatory.

**State** - State of New Jersey

**Using Agency[ies] or Agency[ies]** - The entity[ies] for which the Division has issued this RFP.

### **3.0 COMMODITY DESCRIPTION/SCOPE OF WORK**

**STOCK:** 1079D TYVEK. No other material is acceptable.

**SIZE:** All signs are 8 1/2 x 11" (except one which is 8 1/2" x 14" (Price line 11).

**PRINTING**

**METHOD:** Screen Process Only

**USEFUL**

**LIFE:** All signs must be guaranteed to not fade for 3 to 5 years (fade resistant).

**BLEEDS:** None

**PRICES:** All prices must be entered on price lines supplied with this RFP.

Prices are requested for 1,000 to 20,000 per order, one, two & three colors. Each base quantity will be awarded to the low bidder for each base line- 1,000, 2,500, 5,000, etc. Additional lines will be awarded by adding the price for each additional PMS color to the base price for that quantity.

Shipping charges are to be billed separately due to unknown ordering quantities & delivery destinations. Submit the actual freight carrier bill.

**NOTE:** Please submit prices per M, (*M=thousand*)

FOR EXAMPLE:

Although prices are requested for various other quantities to give flexibility in ordering, the following orders are anticipated throughout the year.

ONE COLOR, 8 1/2 x 11" - (black or PMS color) - 10,000 single order.

TWO COLORS, 8 1/2 x 11" - 6 orders of 20,000 each throughout the year.

THREE COLORS, 8 1/2" X 11" - 1 ORDER OF 10,000.

TWO COLORS, 8 1/2" x 14" - 1 order of 1,000.

Prices for quantities ordered between fixed price line quantities will be determined by using the following: Base Price plus Additional. The Base Price Line is that price line nearest to but less than the ordered quantity. The base price line is determined and then added to the price for total of the additional using the per thousand price listed on Price Line 00009.

FOR EXAMPLE:

An order for 8,000 pieces would be determined by using the price on Price Line 00003 for 5,000 and adding 3 thousand additional at the price on Line 00009 for 1,000 additional multiplied by 3. This would add up to the total order of 8,000 pieces.

For Line No. 1. The quantity is 1,000. Please provide a price for 1,000 and total for 1,000..

**NOTE: ALL PRICES MUST BE ENTERED ON PRICE LINES "AS PRICE PER 1000",  
WHEN UNIT PRICES ARE EXTENDED FOR TOTAL PRICES DO NOT ROUND OFF NUMBERS**

LINE 1 1,000- Printed black or one PMS color 8 1/2 x 11". Provide price per M.

LINE 2 2,500- Printed black or one PMS color 8 1/2 x 11". Provide price per M.

LINE 3 5,000- Printed black or one PMS 8 1/2 x 11" Provide price per M.

LINE 4 10,000- Printed black or one PMS 8 1/2 x 11". Provide price per M.

- LINE 5      20,000- Printed black or one PMS 8 1/2 x 11". Provide price per M.
- LINE 6      Not used in this RFP
- LINE 7      Not used in this RFP
- LINE 8      Not used in this RFP
- LINE 9      Price per thousand for each additional 1,000 printed at the same time
- LINE 10     Price for each additional PMS color 8 1/2 x 11". Provide price per M.
- LINE 11     Price per thousand, **Size is 8 1/2 x 14" printed in black AND one PMS.**  
Provide price per M.

The ordering quantities and frequency of ordering is unknown. Stocking of materials is not recommended and will be at the contractor's own risk.

MECHANICALS:    Provided to vendor as hard copy or on computer disk.  
Disk will be PageMaker 6.5 Mac format. Hard copy or computer disk must be returned to the NJ State Parks & Forestry Service upon completion of job.

PROOFS:            Proof required prior to printing.

PACKAGING:        Wrapped in lots of 500, boxed in cartons with quantity and description marked on top of cartons, unless otherwise specified by the NJ State Parks & Forestry

**NOTE:                Boxes not to exceed 35 lbs.**

SHIPPING COST:    Shipping charges are to be billed separately due to the unknown ordering quantities & destinations. Actual freight bills must be submitted to be reimbursed.

DELIVERY:            Delivery is required 15 days after receipt of order.

DELIVERY:            Delivery to Five (5) NJ State Parks & Forestry Service locations as follows:

Southern Region Office  
1168 Route 542  
Egg Harbor City, NJ 0825  
Phone: 609-965-5220

Northern Region Office  
20 Route 23  
Franklin, NJ 07416  
Phone: 973-827-6200

Central Region Office  
Corner of Van Syckel's Road & Rt. 31  
Glen Gardner, NJ 08826-0398  
Phone: 908-638-0112

Shore Region Office  
c/o Monmouth Battlefield State Park Central Supply  
347 Freehold-Englishtown Road  
Manalapan, NJ 07726  
Phone: 732-462-9616

NJ State Parks & Forestry  
Station Plaza Bldg. 5, 4th Floor  
501 E. State Street  
Trenton, NJ 08625-0404  
Phone: 609-633-7581

Unless otherwise specified by the NJ State Parks & Forestry Exact locations will be identified at time of order.

## 4.0 PROPOSAL PREPARATION AND SUBMISSION

### 4.1 GENERAL

The bidder must follow instructions contained in this RFP and on the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The first page (face) of this RFP shall be signed by an authorized representative of the bidder. However, if the bidder is a limited partnership, the first page (face) of this RFP must be signed by a general partner. If the bidder is a joint venture, the first page (face) of this RFP must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

Pricing and information sheets must be completed in their entirety. Failure to comply with this requirement may result in rejection of the bid proposal.

No changes or white outs will be permitted on the specification sheets, unless each change is initialed and dated in ink by the bidder.

### 4.2 PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID PROPOSAL PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.** (See RFP cover sheet).

### 4.3 NUMBER OF BID PROPOSAL COPIES

Each bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit **one (1) full, complete and exact copy** of the original. The copies requested are necessary in the evaluation of the bid proposal. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State to produce the required number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

### 4.4 PROPOSAL CONTENT

The bid proposal should be submitted as follows:

- Section 1 - Forms (Section 4.4.1)

CONTENTS	RFP SECTION REFERENCE	COMMENTS
Forms	<a href="#">Cover sheet</a>	Completed and signed cover sheet (Page 3 of this RFP)
	<a href="#">4.4.1.1</a>	Ownership Disclosure Form ( <a href="#">Attachment 1</a> )
	<a href="#">4.4.1.2</a>	MacBride Principles Certification ( <a href="#">Attachment 2</a> )
	<a href="#">4.4.1.3</a>	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate ( <a href="#">Attachment 3</a> )
	<a href="#">1.1 of the Standard Terms &amp; Conditions</a>	Business Registration from Division of Revenue

#### 4.4.1 SECTION 1 – FORMS

##### 4.4.1.1 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is attached as [Attachment 1](#) to this RFP.

##### 4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

The MacBride Principles Certification Form is attached as [Attachment 2](#) to this RFP

##### 4.4.1.3 AFFIRMATIVE ACTION

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a valid and binding contract.

The Affirmative Action Forms are attached as [Attachment 3](#) to this RFP

##### 4.4.1.4 SET-ASIDE CONTRACTS

This is a Set-Aside Contract for **Category I, II, or III Small Businesses**. The bidder should provide, with its bid proposal, evidence of current and valid registration as a small business from the New Jersey Commerce & Economic Growth Commission (Commerce). In the alternative, evidence that the bidder has registered with Commerce, as a small business, must be received on the date the bid proposal is received and opened.

#### 4.4.2 SUBMITTALS

Bidders may not subcontract printing to out-of-state vendors. Complete Section "A" and "B" below. If different from the Bidder the source supplier is to complete section "C", the "manufacturer's statement".

NOTICE TO BIDDERS: INFORMATION TO BE SUPPLIED WITH YOUR BID PROPOSAL:

##### **Section A (CIRCLE ONE)**

(1). Are you a manufacturer of the printing specified in this RFP?                      YES    NO

(1A). If so would you produce the printing in your own PLANT?                      YES    NO

(2). If you are not a manufacturer, or a manufacturer who would not produce the printing in your own plant, you must have your supplier complete Section "C", the "manufacturer's statement". Your supplier must be a printer located in the State of New Jersey.

Bidder Company:\_\_\_\_\_

Web e-mail Address:\_\_\_\_\_

## Section B

If you are subcontracting any portion of the work, you must supply the name and address of the subcontractor(s).

Name & Address	Service Subcontracted
_____	_____
_____	_____

## Section C

The State reserves the right to inspect the premises of the bidder, as well as the premises of any subcontractors prior to the issuance of a purchase order/contract.

Manufacturer (Source Supplier)

Printing Company: \_\_\_\_\_

Street: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Statement: (To be signed by manufacturing company)

I/we hereby state that I am/we are, a New Jersey based company located at the above address, and will produce this printing/service in our plant for the bidder stated above, in Section A, line 2.

I am/we are, cognizant of all requirements of this RFP and have the equipment, personnel, and expertise to produce this printing/service in accordance with the requirements of this RFP, and do not take any exceptions to any requirements of this RFP.

Authorized Signature of Manufacturer (source supplier)

Signature: \_\_\_\_\_ Telephone # \_\_\_\_\_

Title: \_\_\_\_\_ Fax # \_\_\_\_\_

E-mail Address if any: \_\_\_\_\_

### 4.4.2.1 DISCLOSURE OF PRODUCT COMPOSITION

N/A

### 4.4.2.2 BIDDER DATA SHEET



The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly note here that it is doing so:

1. Name of individual that may be contacted at all times if information, service, or problem solving is required by the using agency. This service shall be available at no additional charge.

**(PLEASE PRINT OR TYPE)**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

2. Years of this individual's experience in servicing similar accounts: \_\_\_\_\_

3. Identify the similar accounts this individual has serviced:

\_\_\_\_\_  
\_\_\_\_\_

#### **4.4.2.3 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE**

The bidder should provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

Supply the name(s) of present customers you are servicing for contracts of a similar size and scope to those required by this RFP. The State reserves the right to visit these locations and verify production.

1. Name of customer provided as reference: \_\_\_\_\_

Name of individual State may contact to verify reference: \_\_\_\_\_

Phone # of contact person: \_\_\_\_\_

Length of time services provided by the bidder to this customer: \_\_\_\_\_

2. Name of customer provided as reference: \_\_\_\_\_

Name of individual State may contact to verify reference: \_\_\_\_\_

Phone # of contact person: \_\_\_\_\_

Length of time services provided by the bidder to this customer: \_\_\_\_\_

3. Name of customer provided as reference: \_\_\_\_\_

Name of individual State may contact to verify reference: \_\_\_\_\_

Phone # of contact person: \_\_\_\_\_

Length of time services provided by the bidder to this customer: \_\_\_\_\_

#### **4.4.2.4 MANDATORY CONTRACTOR DATA SHEET - TERMINATED CONTRACTS** N/A

#### **4.4.3 COST PROPOSAL**

The bidder must submit its pricing using the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

### **5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

#### **5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions [APPENDIX 1](#) of the RFP take precedence over the Standard Terms and Conditions of the RFP.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the Standard Terms and Conditions, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

#### **5.2 BUSINESS REGISTRATION**

See Standard Terms & Conditions, [Appendix 1, Section 1.1](#).

#### **5.3 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for a period of one (1) year the anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of **two (2)**, one-year periods, by the mutual written consent of the contractor and the Director. Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.

#### **5.4 CONTRACT TRANSITION**

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than **90** days beyond the expiration date of the contract.

#### **5.5 AVAILABILITY OF FUNDS**

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

#### **5.6 CONTRACT AMENDMENT**

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and signed by the contractor and the Director.

#### **5.7 PROCEDURAL REQUIREMENTS AND AMENDMENTS**

5.7.1 The contractor shall comply with procedural instructions that may be issued from time to time by the Director.

5.7.2 During the period of the contract, no contractual changes are permitted, unless approved in writing by the Director.

5.7.3 The State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

## **5.8 ITEMS ORDERED AND DELIVERED**

The Using Agency is authorized to order and the contractor/contractors is/are authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency reveals that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director in the termination of the contract or in the award of any subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

## **5.9 DISCLOSURE OF PRODUCT COMPOSITION:** N/A

## **5.10 REMEDIES FOR NON-PERFORMANCE**

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code. In this event, the Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

5.11 All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.

5.12 All products shall be manufactured and packaged under modern sanitary conditions in accordance with good commercial practice.

5.13 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to insure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

## **5.14 Contract Activity Report**

In conjunction with the standard record keeping requirements of this contract, as listed in paragraph 3.19 of this RFP's standard terms and conditions, the contractor must provide, on a yearly basis, to the Purchase Bureau buyer assigned, a record of all purchases made under its contract. This information must be provided in a tabular format such that an analysis can be made to determine the following:

Contractor's total sales volume under contract, subtotaled by product.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement.

Contractors are encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel. Failure to submit these mandated reports will be a factor in future award decisions.

- 5.15 Claims: All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1.1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

## **6.0 PROPOSAL EVALUATION AND CONTRACT AWARD**

Award will be made to the lowest overall responsive bidder and in the best interest of the State in whole or in part (see price line items).

6.1 For a product bid that has been determined to be in compliance with this RFP, the contract shall be awarded on the basis of the following criteria, not necessarily listed in the order of importance:

6.1.1 Price

6.1.2 Experience of the bidder

6.1.3 The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

## **6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 Contract award[s] shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest so to do.

6.4 Price Adjustment: None

6.5 Special Projects/Additional Work

Should additional work be required which is beyond the detailed scope of this RFP, but related to the overall contract, the contractor will be required to supply a written cost estimate and production schedule to the requesting agency.

Costs for this additional work will be appropriately documented and billed as a one-time up-charge via the contract. Examples of such work can include alterations, ink, paper stock variations, author's alterations, programming/scan line changes, or other variations the State deems necessary.

Also note: Appropriate perorations will be made for combination runs/combinations pricing, as applicable.

